

Agreement Between
UNITED STATES ARMY
CORPS OF ENGINEERS
NEW ENGLAND DIVISION

and

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
AFL-CIO, LOCAL NO. 2682

AGREEMENT
Between

United States Army Engineer Division, New England
And
American Federation of Government Employees, Local No.
2682

Applicable to
Cape Cod Canal Field Office
Buzzards Bay, Massachusetts

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Between
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And
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PREAMBLE

In accordance with the provisions of Public Law 95 - 454, Civil Service Reform Act of 1978, Title VII, Chapter 71 Labor-Management Relations, this AGREEMENT is entered into between the U. S. Army Engineer Division, New England, Corps of Engineers, hereinafter referred to as the Employer and the American Federation of Government Employees, Local No. 2682, hereinafter referred to as the Union. WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal service and the well being of employees within the meaning of TITLE VII, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, and to provide means of discussion and adjustment of matters of mutual interest at the Cape Cod Canal Field Office.

WE jointly resolve that a new relationship between Labor and Management, as partners, is essential for transforming the Corps into a more effective and efficient agency.

We recognize that this new relationship will require:

Partnership activities between Managers and Union Representatives.

Training for Management and Union personnel in alternative resolution techniques and problem solving bargaining techniques.

Bargaining in good faith and as appropriate, over subjects set forth in 5 USC 7106(b)(1).

WE further resolve that a Labor/Management Partnership Council be established. The purpose to foster an environment of partnership and involvement at all levels. The composition of this Council shall be negotiated by the parties: either party may name alternates.

WE further recognize that to better serve the Corps mission, this Council shall endeavor to find methods and means which generate mutual trust and respect.

These include, but are not limited to:

information sharing	candor	receptiveness
responsibility	timeliness	a positive attitude

The Council will meet as frequently as its members determine to be necessary. The meetings will normally be held on the activity premises.

WE, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION

Section 1. The Employer, by letter dated May 25, 1967, recognizes the Union as the exclusive representative of all employees in the unit. The Union recognizes the responsibility of representing, without discrimination and without regard to union membership, the interest of all such employees with respect to grievances, personnel policies, practices and procedures, or other matters affecting general working conditions at the Cape Cod Canal Activity.

Section 2. This Agreement is applicable to employees of the bargaining unit, which is composed of all civilian employees of the Cape Cod Canal Field Office, excluding Diesel Engineers, Masters and Mates, supervisors, management officials, confidential employees, and any employee engaged in personnel work in other than a purely clerical capacity.

ARTICLE 2

LEGAL AND REGULATORY RESTRICTIONS

Section 1. This agreement is subject to the following requirements: in the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws; by published agency policies and government-wide regulations in existence at the time this agreement was approved; and by subsequently published agency policies and regulations required by law.

Section 2. Any new regulation proposed by Management, including republishing and/or adaptation of appropriate Agency regulations, shall be subject to negotiations under Article 5. When articles negotiated in this contract conflict with any agency regulation the negotiated agreement shall prevail.

ARTICLE 3

MANAGEMENT'S RIGHTS AND OBLIGATIONS

Section 1. Subject to Section 2 below, nothing in this Agreement shall affect the authority of any management official of any agency as follows:

A. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

B. in accordance with applicable laws,

a. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

c. with respect to filling positions, to make selections for appointments from:

- i. among properly ranked and certified candidates for promotion;
- ii. any other appropriate source; and

d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this Section shall preclude any agency and any labor organization from negotiating:

A. at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

B. procedures which management officials of the agency will observe in exercising any authority under this Section; or

C. appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such management officials.

ARTICLE 4

EMPLOYEE RIGHTS

Section 1. Employees of the Federal government shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any labor organization, or to refrain from any such activity in accordance with PL 95-454, CSRA of 1978, Title VII, Section 7102. In the exercise of this right, employees and their representatives shall be free from any and all interference, restraint, coercion, and discrimination to:

a. act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and

b. engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees.

Section 2. Nothing in the agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions in accordance with Article 29.

Section 3. Pursuant to PL 95-454, CSRA of 1978, Title VII, Section 7114(a)(2)(B) an employee must be given the opportunity to be represented at any examination by a management representative in connection with an investigation if:

a. employee reasonably believes that the examination may result in disciplinary action against the employee; and

b. employee requests representation.

ARTICLE 5

POLICIES AND PRACTICES

Section 1. In prescribing regulations relating to personnel policies and practices and conditions of employment, the Employer shall have due regard for the obligation imposed by PL 95-454, CSRA of 1978, Section 7117.

Section 2. Where the Employer proposes changes to personnel policies, practices or conditions of employment not covered by the agreement, the Union will be provided 15 days prior notice of the proposed changes and given an opportunity to comment. If requested by either party, the Employer and the Union will meet and discuss the proposed changes. If the Employer's final proposal is unacceptable to the Union, the Union may within 5 working days of notification request formal negotiations.

Section 3. Either party may within 5 working days of the date the parties declare that an impasse has been reached request the services of the Federal Mediation and Conciliation Service (FMCS). If FMCS is unable to guide the parties to a resolution of the impasse, either party may within 5 working days, request the Federal Service Impasses Panel (FSIP) to consider the matter. Both parties agree to abide by any decisions rendered by FSIP. If the matter is not referred to FSIP, the Employer may implement the last management proposal after giving the Union thirty (30) days prior notice.

Section 4. If after 30 days from the start of negotiations, agreement has not been reached on impact and implementation proposals, the Union agrees that the Employer may implement its proposal. The Employer agrees to continue negotiations in good faith and to proceed, if necessary, through mediation by FMCS and resolution of any impasses by the FSIP.

ARTICLE 6

UNION RIGHTS AND REPRESENTATION

Section 1. The Employer agrees to recognize the officers, stewards and duly designated National Representative of the Union provided the Union promptly informs the Employer in writing of the names of its officers and representatives and any changes thereto. The Union representative for administration and implementation of the Agreement will be the President of Local No. 2682 or his authorized representative, provided further that the authorized representative is designated in writing.

Section 2. The Union agrees to supply the Employer in writing and maintain, on a current basis, a list of all designated stewards, which will not exceed four (4) in number.

Section 3. The Employer fully recognizes that whatever reasonable time is spent on Union-Employer business is spent in the interest of the Employer as well as that of the employees. The Employer agrees that the steward shall be allowed without loss of leave or pay to leave his/her work area for a reasonable amount of time to go to other locations within the limits of the Cape Cod Canal Project in order to bring about a prompt and expeditious disposition of a complaint or

grievance, provided prior permission is obtained from the appropriate supervisor for each absence.

Section 4. The Employer will not impose any restraint, interference, coercion, or discrimination against any employee in the exercise of the rights to designate a Union Officer or Steward as his/her representative.

Section 5. The Union shall be given the opportunity to be represented at any formal discussions between one or more representative(s) of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. This opportunity to be represented does not extend to informal discussions such as meetings to discuss personnel problems, work assignments or to evaluate performance.

ARTICLE 7

LABOR-MANAGEMENT COOPERATION

Section 1. The Employer will semiannually furnish the Union a list of position titles and grades of all employees at the Cape Cod Canal.

Section 2. The Engineer-in-Charge and the Union agree to meet regularly on Labor-Management topics. Meetings will be held not less than once each quarter at the Canal, provided that specific agenda items are submitted by either party ten (10) working days in advance of each proposed meeting. At each meeting there will be two representatives of the Union and the Employer present, unless mutually agreed to expand the participation before each meeting.

Section 3. The Labor-Management meetings will have as their purpose and shall give consideration to such matters as: the interpretation and application of rules, regulations, and policies; the correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee-supervisory relationships; the promotion of education and training; the betterment of employee working conditions; the strengthening of employee morale; the implementation of Equal Employment Opportunity, etc. However, it is agreed that individual grievances will not be taken up during meetings.

Section 4. Employees or their representatives designated in writing may request through the Canal Administrative Officer copies of specified documents contained in their official personnel folders. The Office Of Human Resources will place documents in the mail within 48 hours of the request. Once each quarter, the Union will query its membership to ascertain who has a need to review his/her official personnel folder in micro fiche form. The names of those desiring to do so will be provided to management with the agenda for the upcoming Labor-Management meeting. The employee shall have the right to prepare and enter a concise statement of disagreement with any document filed on the left (temporary) side of the official personnel folder.

Section 5. The Administrative Officer will be the point-of-contact for personnel matters at the Cape Cod Canal Field Office.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. It will be the exclusive procedure available to the parties and the employees in the unit for resolving grievances which fall within its coverage.

Section 2. A grievance means any complaint by:

a. Any employee concerning any matter relating to the employment of the employee; or

b. The Union concerning any matter relating to the employment of the employee or employees; or

c. The Employee, the Union, or the Employer concerning:

(1) The effect or interpretation, or a claim of breach of a collective bargaining agreement,

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employments.

Section 3. Nothing in this Article shall prevent employees from using either the negotiated grievance procedure, if applicable, or the statutory appeal procedure, but not both, for matters covered under Sections 4303, 7512, and 2302(b) of the Civil Service Reform Act. (Section 4303 covers removals and reduction-in-grade for unsatisfactory performance. Section 7512 covers removals, suspensions for more than 14 days, reduction-in-grade or pay, and furloughs for 30 days or less. Section 2302(b) covers prohibited personnel practices.) An employee shall have exercised his/her option to raise a matter either under the applicable statutory procedures or under the negotiated grievance procedure at such time as the employee timely files a notice of appeal under the applicable statutory procedures or timely files a grievance in writing in accordance with this Article. Nothing in this Article shall constitute a waiver of any further appeal or review rights permissible under the Statute.

Section 4. This grievance procedure does not apply to the following:

a. Any claimed violation relating to prohibited political activities; or

b. Retirement, life insurance, or health insurance; or

c. A suspension or removal for national security reasons, Sect. 7532; or

d. Any examination, certification or appointment relating to initial employment; or

ARTICLE 8

GRIEVANCE PROCEDURE (cont.)

e. The classification of any position which does not result in the reduction in grade or pay of an employee.

f. Non-selection for promotion from a group of properly ranked and certified candidates.

g. The substance of performance standards of an employee's position which have been established in accordance with applicable law and regulation.

h. The termination of temporary employees.

Section 5. If either party considers a grievance to be non-grievable, the original grievance will be amended to include this issue. The Employer must assert any claim of non-grievability no later than the Step 3 decision.

Section 6. A grievant may be represented only by the Union or by themselves at any stage of the grievance procedure. However, when the grievant elects to represent themselves, the exclusive representative must be given the opportunity to be present at all stages of the grievance procedure.

Section 7. The Union, or an employee or a group of employees, wishing to initiate a grievance shall proceed as follows:

Step 1. An employee and/or the Union shall present the grievance to the immediate or acting supervisor in writing (Appendix A) within 30 calendar days of the date that the employee or Union became aware or should have become aware of the act or occurrence. The immediate or acting supervisor will meet with the employee/representative and provide a written answer within five (5) working days of receipt of the grievance. An employee who grieves an adverse action initiated by Management such as removal, suspension, or reduction in grade, shall initiate such grievance at Step 3 of this Article, unless appealed under a statutory procedure.

Step 2. If the grievance is not satisfactorily resolved at Step 1 it shall be presented to the Engineer-in-Charge or designee, in writing, within five (5) working days of the Step 1 decision. The grievance must state, in detail, the basis for the grievance and the corrective action desired. The Engineer-in-Charge, or designee, shall meet with the employee and his/her representative within five (5) days and provide an answer, in writing, within five (5) working days after the meeting.

Step 3. If no mutually satisfactory settlement is reached as a result of the second step, the aggrieved party or the Union shall submit the grievance to the Division Engineer, or designee, in writing, within five (5) working days of receipt of the Step 2 decision. The Division Engineer or designee, will meet with the aggrieved employee and his/her representative within ten (10) days and provide an answer, in writing, within ten (10) working days after the meeting.

ARTICLE 8

GRIEVANCE PROCEDURE (cont.)

Step 4. If the grievance is not satisfactorily resolved in Step 3, the grievance may be referred to arbitration as provided under Article 9. Only the Union or the Employer may invoke Arbitration.

Section 8. Nothing herein will preclude either party from attempting to settle such grievance at the appropriate level.

Section 9. Grievances which impact more than one unit employee may be submitted in writing by the Local President or his designee directly to the Division Engineer. The Division Engineer or his designee and the Local President will meet within ten (10) working days after receipt of the grievance. If the grievance is not settled by this method, the Union may refer the matter to binding Arbitration under Article 9.

Section 10. Grievances initiated by the Employer will be submitted in writing to the Local President or his designee. The Local President and the Division Engineer or his designee will meet within ten (10) working days after receipt of the grievance to discuss the grievance. The Local President shall give the Division Engineer his written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, the Employer may refer the matter to binding Arbitration under Article 9.

Section 11. Reasonable time during working hours will be allowed for employees and Union representatives to present grievances and attend meetings with employer officials, provided the time of meetings and discussions fall within scheduled duty hours. Requests for official time will be in accordance with procedures and policies of Article 24, Official Time.

ARTICLE 9

ARBITRATION

Section 1. Only the Union or Management may refer any grievance that remains unresolved after the final step under the procedures of Article 8 to arbitration. A notice to invoke arbitration shall be in writing to the opposite party. Such notice shall be made within 30 calendar days after receipt of the written decision rendered in the final step of the grievance procedure.

Section 2. Within five (5) working days from the date of the notification, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after receipt of the list to select an Arbitrator. If they cannot mutually agree upon one of the list of arbitrators, then the Employer and Union will each strike one arbitrator's name from the list of five and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. The procedure to determine who strikes the first name will be determined by coin toss. If either party refuses to participate in the selection process, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 3. The arbitrator's fee and the expenses of the arbitration, including travel and per diem, if any, shall be borne equally by the Employer and the Union. Travel and per diem will be paid at not more than the maximum rate payable to DOD employees under Volume 2 of the Joint Travel Regulations. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic work week. All participants in the hearing shall be in a duty status.

Section 4. The arbitrator's award shall be binding on the parties. However, either party may file an exception to the Arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

ARTICLE 10

DISCIPLINARY ACTIONS

Section 1. The Employer agrees to informally discuss with the employee and his/her Union representative, if requested, the basis for any proposed disciplinary or adverse action prior to its being reduced to writing. The Employer will carefully consider the employee's views and inform the employee and his/her representative, if any, of his/her decision before instituting any formal action.

Section 2. In all cases of suspension, discharge, or other disciplinary action by management against any employee covered by this agreement, the Employer agrees to furnish the employee two (2) copies of all correspondence addressed to the employee. This includes all proposed adverse actions and decisions on adverse actions.

ARTICLE 11

HOURS OF WORK

Section 1. The administrative work week for employees shall be from 0001 hours, Sunday, to 2400 hours the following Saturday. Employees are classified and/or divided into four groups:

a. DAY WORKER. Employees who normally work between the hours of 0700-1730. These Employees work Flexitime as authorized by regulations and as further modified by this agreement.

b. SHIFT WORKER. A shift worker is an individual who works a variable rotating 40 hour week in 8 hour shifts.

c. WATCHSTANDER. Essential employees (Marine Traffic Controllers, Boat Operators, Deckhands) assigned to Watch Bill to provide 24 hour a day, 365 days a year coverage, for Canal traffic protection and security of government property. (Watchstanders are not authorized any form of Flexitime or alternate work schedule).

d. ASSIGNED WORKERS. Assigned employees from the watchbill work as either day workers or shift workers, as applicable.

e. FLEXITIME: Is a procedure which allows employees the opportunity to start work between the hours of 0700 & 0900 with approval of their supervisor, contingent upon operational and staffing needs. Day worker employees working flexitime, may accumulate up to 24 credit hours. Shift workers individually assigned may work flexitime if appropriate, but cannot accumulate credit hours.

f. ALTERNATE STARTING TIME. When employees are assigned to a work detail within a shop or section, the employees involved must unanimously agree on a mutually acceptable time between the hours of 0700-0800 for reporting to duty. Failure to agree upon a reporting time will result in the elimination the alternate tour of duty for those employees.

Section 2. For the summer recreation season, flexitime and alternate starting times are suspended for Maintenance Shop employees and beginning with the first full pay period in May until the last full pay period in September when their work hours are 0600-1430. Additionally, one laborer and one truck driver may be changed to work weekends starting the first full pay period in May until the pay period that includes the Columbus Day holiday. The truck driver will have Tuesday and Wednesday as his dayoff and the laborer will have Wednesday and Thursday as his dayoff.

Section 3. Any schedule or procedures in place that are not altered by this contract will remain in effect.

Section 4. Except when the Engineer-in-Charge determines that the mission of the agency would be seriously handicapped in carrying out its functions or cost would be substantially increased, all bargaining unit employees will have

ARTICLE 11

HOURS OF WORK (cont.)

their tours of duty arranged to allow employees two (2) consecutive days off and the same hours and days of work within each administrative workweek.

Section 5. Tours of duty for shift workers are subject to change and may be changed by written notification to the affected employees two (2) weeks in advance, except when it is determined that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. Such changes may be made in order to meet and adjust to workload fluctuations created by seasonal aspects of project work.

Section 6. Except when the Engineer-in-Charge determines that the mission of the agency would be severely handicapped in carrying out its functions or that cost would be substantially increased the following will be adhered to:

a. The watchbill for Watchstanders will be the scheduled tour of duty for those employees. Watchbills will be jointly developed by Management and the Union for each section of watchstanders (Appendix B & C)

b. If a scheduled change is necessary, ten (10) working days notice will be given the affected employee(s); and

c. The occurrence of holidays will not affect the designation of the basic workweeks as defined in the watch bills.

d. Watchstanders will not have their tours of duty changed solely to pre-

vent the payment of overtime, holiday, or any other premium pay.

SECTION 7. Employees designated as "Assigned Worker" will have their tours of duty arranged to allow two (2) consecutive days off in each administrative work week whenever possible. However, due to situations that may arise, two (2) consecutive days off may not be possible. These employees will have their tours of duty posted at least two (2) weeks prior to the start of the work week. However, due to the nature of assigned work, the schedule may be changed any time prior to the start of the workweek or where it is determined that the agency would be seriously handicapped in carrying out its' functions or cost would be substantially increased.

SECTION 8. When it becomes necessary to fill anticipated vacancies that occur requiring the use of overtime the following procedure will be followed in selecting necessary personnel:

- a. Off duty personnel of the same classifications.
- b. Split the shift between the off-going watch and the oncoming watch personnel.
- c. Any other available qualified personnel.

ARTICLE 11

HOURS OF WORK (cont.)

d. It is further understood that the off-going watch personnel must stay until properly relieved.

SECTION 9. Vacancies that occur in the watchbill due to scheduled or occasional annual leave or changes in mission requirements will be filled by one of the following in order:

- a. Personnel of the same description/classification designated as "assigned" on the watch bill.
- b. Any other qualified personnel not already assigned to the affected watch bill.

SECTION 10. Written request for watch transfers between two (2) employees (subject to the ability of employees to get the work done) of the same classification or description will be coordinated between the two (2) individuals and approved by their supervisor. No request will be considered that creates a situation involving any payment of overtime and further provided that there is a break in working hours of at least eight (8) hours. Use of watch transfers is limited to those instances when the use of Annual Leave is not possible.

SECTION 11. The Employer will provide a reasonable amount of time consistent with the nature and location of worked performed, for securing equipment and clean-up.

SECTION 12. The Employer will provide a compensated fifteen (15) minute break/rest period for all employees during every four (4) hours of work.

ARTICLE 12

OVERTIME WORK

Section 1. The Employer agrees to make an effort to give employees reasonable notice before directing overtime work. If a situation of emergency nature exists, each employee is expected to make every effort to work a reasonable amount of overtime when necessary. Consistent with the nature and quality of the work to be performed, overtime assignments shall be rotated as equally as possible among the qualified employees within the section where the need arises.

Section 2. Employees called in to work outside of their assigned tour of duty shall be paid at least two (2) hours of overtime pay and will be immediately excused upon completion of the mission they were called in to perform.

Section 3. Overtime rosters will be kept and maintained for a period of one (1) year for each Section of employees and may be reviewed by the Union upon written request.

ARTICLE 13

WORKING CONDITIONS

Section 1. A locker will be furnished to each employee whose duties require that they change from street clothes to work-type clothing.

Section 2. An employee who is directed to use equipment or gear other than that normally used in his/her trade or craft shall be properly trained on the job in the use of such equipment or gear prior to its use. Such equipment or gear shall be furnished by the Government.

Section 3. Sea rations for use during emergencies will be stocked for use on the seagoing tugs BOURNE and MANAMET and will be furnished by the Employer on a one time basis and replenished upon expiration of shelf life. If items are used for other than emergency purpose, it will be the responsibility of the crew(s) to replace them at no cost to the Employer. The initial stock of items will consist of the following:

<u>QTY</u>	<u>ITEM SIZE</u>	<u>CONTAINER</u>	<u>SERVINGS PER</u>
20	Soups	10 3/4 oz.	2 3/4
8	Beef Stew	1 1/2 lb.	3
4	Baked Beans	28 oz.	3 1/2
6	Evaporated Milk	12 oz.	3
3	Dry Milk	1 lb. (5 qt. ea.)	20
1	Tea Bags	8 oz.	100
1	Iodized Salt	26 oz.	n/a
1	Maple Syrup	24 oz.	n/a
2	Canned Ham	48 oz.	12
2	Hot Cocoa	20 oz.	20
4	Deviled Ham or Chicken Spread	6 3/4 oz.	n/a
4	Corned Beef	12 oz.	n/a
6	Vienna Sausage	5 oz.	2

1	Black Pepper	4 oz.	n/a
36	Individual Fortified Juices (Orange/Tomato)	6 oz.	1
4	Saltine Crackers	16 oz.	n/a
12	Individual Cereal Box	2 oz.	1
2	Box of Sugar	100 packs	100
3	Coffee	16 oz.	n/a
2	Pancake Mix	32 oz.	13
1	Ketchup	16 oz.	n/a
1	Mayonnaise	16 oz.	n/a
1	Mustard	9 oz.	n/a
2	Spam	12 oz.	n/a
1	Vegetable Oil	12 oz.	n/a

ARTICLE 13

WORKING CONDITIONS (cont.)

SECTION 4. Employees in the Marine Department required to wear uniforms will be reimbursed at the maximum allowable rate for the type of uniform worn. It is understood that the present uniform is:

- a. Shirt, Khaki shade, long or short sleeve.
- b. Pants, Khaki shade, to match shirt.
- c. Belt, black, web.
- d. Cap, baseball type, black or navy
- e. Jacket, Khaki shade.
- f. Shoes, Deck

At present the U.S. Army Corps of Engineers plans to issue a nationwide contract through its Ohio River Division for floating plant and lock personnel. When this nationwide contract is issued the current uniform procedures set forth in this Article will be superceded by the uniform procedures in the nationwide contract.

ARTICLE 14

LEAVE ADMINISTRATION

Section 1. Annual Leave. Employees will earn and be granted annual leave in accordance with applicable laws and regulations.

a. Employees will request annual leave in multiples of full hours. Approval of an employee's request to take annual leave shall be granted when he/she has given his/her Supervisor reasonable notice subject to the needs of the activity.

b. Approval of annual leave for emergency reasons shall be considered on an individual basis.

c. Requests for annual leave for purpose of vacations will be scheduled in advance. In the preparation of advance vacation schedules, any conflict between employees over vacation dates will be resolved in favor of the employee having the earliest Service Computation Date. Planned vacation schedules will be displayed within each Branch or Section as appropriate. However, posting of the planned vacation schedule shall not be misconstrued as automatic approval of annual leave. Each employee desiring leave previously projected shall submit written requests at least three (3) weeks in advance of the period requested. Every effort will be made to post the projected annual vacation schedule by 28 February of each year.

d. Nothing in this Section will prevent employees from requesting unscheduled leave.

e. The Employer agrees that any changes regarding annual leave charges of less than one (1) hour, approved by New England Division, shall automatically apply to this bargaining unit.

Section 2. Sick Leave. Sick leave will be administered in accordance with applicable laws and regulations.

a. It is the responsibility of an employee who is incapacitated for duty to notify his/her Supervisor, or designee at the work site as soon as possible but no later than 2 hours after he/she is scheduled to report for duty. In the case of "Shift Workers" and "Watch Standers" notification will be made to the duty Marine Traffic Controller two (2) hours prior to the scheduled shift.

b. For an absence in excess of 3 workdays, or for a lesser period when determined necessary by the supervisor, a medical certificate is required upon return to duty.

c. In cases where sick leave abuse is suspected, the employee will be counseled with respect to the use of sick leave. If the sick leave record does not improve within 30 days the employee will be given written notification requiring him/her to provide a medical certificate for all absences for which sick leave is requested. If imposed, this requirement may be reviewed at the

ARTICLE 14

LEAVE ADMINISTRATION (cont.)

end of the three months following the date of notice. The effected employee may request a supervisory review to determine if the requirement should be continued. Following the review, the supervisor will provide a written response informing the employee of his/her decision for continuing/discontinuing the requirement.

e. In case of serious illness or disability, sick leave up to thirty (30) calendar days may be advanced to employees with approval of the Engineer-in-Charge. Requests for advanced sick leave will be in writing through the immediate supervisors to the Engineer-in-Charge and will be supported by a medical certificate.

Section 3. Leave Without Pay. Leave without pay is a temporary non-pay status and absence from duty that is requested by an employee and approved by proper authority, in accordance with applicable laws and regulations.

a. Any employee who is a union official may request LWOP, for up to one year to serve with the National Union.

b. Employees pursuing formal education related to their current position, and determined to be in the interest of the employer, may be granted leave without pay for a period up to one (1) year in a single application.

Section 4. Excused Absence. There must be a legal or regulatory authority for an absence from duty during the basic work week to be excused without charge to leave or loss of pay, provided the employee is in a duty status. Supervisors are authorized to excuse employees of the unit without charge to leave or loss of pay, to the extent indicated in each case for absence in connection with the activities outlined below.

a. Tardiness and Brief Absence. The treatment of tardiness will vary depending upon the facts and circumstances of each individual case. Employee tardiness is chargeable to leave except that tardiness and unavoidable absence from duty of less than 1 hour may be excused for adequate reasons. When employees are chronically tardy or otherwise absent from duty without adequate excuse, such absences and tardiness may be charged to annual leave, leave without pay, or AWOL, as appropriate or may become the basis for disciplinary action. In the event a charge is made against annual leave, it must be in multiples of 1 hour. Periods of absence without leave (AWOL) and leave without pay (LWOP) may be charged in multiples of 15 minutes.

b. Blood Donations. Donors will be authorized up to 4 hours of excused absence (for recuperation purposes) on the day the blood is donated.

c. Taking examinations for present positions, or tests administered under the merit promotion program.

ARTICLE 14

LEAVE ADMINISTRATION (cont.)

d. Grievances, appeals and discrimination complaints.

e. Illness caused by required vaccinations or immunizations, provided the medical officer certifies to the necessity of the absence. Generally, not to exceed eight (8) hours.

f. Medical examinations and X-ray examinations to determine an employee's physical fitness for the Federal Service.

g. Utilizing services of the Office of Human Resources.

h. Voting. When the polls are not open at least three (3) hours before or after an employee's regular hours of work. Whichever requires the less amount of time.

Section 5. Other Paid Absences

a. Employees who are required by Management to be licensed or certified in the profession in which they are serving will be given time when in a duty status, to renew these license(s).

b. Employees who are required to complete a physical examination in order to renew their license, will be given time when in a duty status for this purpose. If Government facilities are available at Waltham to meet physical examination requirements of the U.S. Coast Guard, they shall be provided.

Section 6. Court leave will be granted in accordance with governing regulations.

Section 7. Absence Without Leave (AWOL)

a. AWOL is an unauthorized absence from duty. In such cases, pay is denied for the entire period of the absence. Where it is later administratively determined that the conditions which rendered prior approval impracticable, the charge AWOL may be changed to annual, sick leave or leave without pay as appropriate.

b. A charge of AWOL may result in formal disciplinary action.

ARTICLE 15

CONTRACTING-OUT OF BARGAINING UNIT WORK

Section 1. The Employer has the right to determine what items of work will be contracted-out in fulfilling its mission. The Employer agrees to inform the Union immediately when contemplating the possibility of contracting-out of bargaining unit work and will continuously keep the Union apprised of the development of the consideration to contract-out. The Employer also agrees to give a minimum of ninety (90) days advance notice before the letting of bids for the contracting of bargaining unit work that will impact on bargaining unit positions.

Section 2. The Employer will furnish the Union, upon request, with any records, surveys, statistics, or other documents relating to the consideration of any present contracts for work formerly done, or which may be done, by bargaining unit employees, except for those records containing information classified for "Official Use Only", including supporting documents. In accordance with governing regulations, declassified information and records shall be furnished the Union upon written request.

Section 3. When the Employer determines that unit work will be contracted-out, the Employer will meet and confer with the Union concerning the impact on bargaining unit employees. This shall include, but is not limited to: detail, special retirement options, or other methods directed towards the benefit of employees affected directly, or indirectly.

Section 4. The Employer agrees that all provisions of this article will be complied with prior to the implementation of a decision to contract bargaining unit work that will impact on bargaining unit positions.

ARTICLE 16

HEALTH & SAFETY

Section 1. The Employer agrees to provide a safe and healthful work place for all employees and to comply with applicable Federal laws and regulations relating to the safety and health of its employees. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions. All employee injuries on duty must be reported immediately to the supervisor and the necessary written report completed.

Section 2. A representative of the Union shall be a member of the Canal Health and Safety Committee. The representative will be appointed by the Local President. Union will keep Management apprised of the name of the representative in writing. Whenever there is change, a minimum two (2) week notice will be given. The purpose of the Committee is to provide information to Canal employees on safe practices and procedures, including training and making arrangements for manufacturing representatives to provide on-site demonstrations, and to advise the Engineer-in-Charge on matters of safety concerns. The representative shall be in a duty status for attending scheduled meetings, if possible.

Section 3. The Employer agrees to compile and maintain a record of all accidents and reported causes of potential accidents and to make such records available to the Union upon written request.

Section 4. All supervisors will conduct weekly safety meetings on the upcoming work for the week.

Section 5. In the conduct of a scheduled Official Safety Inspection, at least one (1) Union representative will be afforded the opportunity to participate. The Union will be notified at least one week prior to the scheduled inspection. When a Safety Board of Inquiry is convened to investigate an accident involving a member of the bargaining unit, a designated union member shall be afforded the opportunity to be a member of that board. The individual will be in a duty status, if possible.

Section 6. The Union and the Employer agree that no employee shall be required to perform repair work on or about moving or operating machinery, nor shall any employee be required to work in areas where conditions exist detrimental to health without the proper personal protective equipment, monitoring and other proper safety devices. The Employer agrees to furnish certain protective equipment and clothing for the use of Canal employees in the performance of their duties. All furnished equipment and clothing remain the property of the government. Protective glasses with a minimum of ultra violet filter rating of 400 shall be provided to and worn by Launch Operators and Deckhands.

ARTICLE 16

HEALTH & SAFETY (cont.)

Section 7. The Employer will reimburse any individual in a listed department required to wear safety shoes in the performance of manual laboring activities, up to one hundred and five (\$105.00) dollars for the purchase of such safety

shoes. Individuals to be reimbursed shall submit a signed paid receipt for the safety shoes. The Government will pay for one (1) pair of safety shoes per individual per year during a time from October 1st to December 31st. The Purchasing Agent shall be furnished safety shoes on an as needed basis, but not more than one pair per year.

Safety Shoe Departments:

- | | |
|-----------------|-------------------------------|
| 1. Barrier Shop | 3. Electronic/Electrical Shop |
| 2. Boat Shop | 4. Maintenance Shop |

Section 8. The Employer agrees to furnish the employees in classifications listed below, who work with tools and in areas of a hazardous nature, safety prescription glasses. The glasses will be plain. Government will furnish initial and subsequent replacement will be based on new prescriptions. The employees will be responsible for payment of all eye examinations. Employee will be responsible for paying for replacement of lost or damaged eyeglasses where negligence is involved.

- | | |
|---------------------------|-------------------|
| 1. Electronic Technicians | 6. Boat Operators |
| 2. Electricians | 7. Painters |
| 3. Machinists | 8. Oilers |
| 4. Mechanics | 9. Deckhands |
| 5. Carpenters | 10. Laborers |

Section 9. The Union representative to the Canal Health and Safety Committee may be scheduled to attend the Corps of Engineer (PROSPECT) course for Collateral duty safety inspector, or similar course offered by an outside agency provided:

- a. That the representative meets the course prerequisites.
- b. That there is space and training funds available.
- c. That the individual has not previously attended a basic safety training course at government expense.

Additional training will be provided based on assessment of training needs and available funds.

ARTICLE 16

HEALTH & SAFETY (cont.)

Section 10. If a work condition develops at the Canal that is not specifically addressed in the local NEDER for implementation of applicable government-wide environmental pay regulations, then the employee and/or the Union may request a review of the situation. The request will be submitted in writing with documentation to the Engineer-in-Charge for submittal to proper regulatory departments. The Employer will review and evaluate the work condition and furnish the employee/Union a written decision. If the decision determines that the differential pay is warranted, it will be administered consistent with government regulations. For situations involving a disagreement between the supervisor and an employee or the Union over the interpretation of identified work conditions in

the local NEDER, the matter may be raised at Step 2 of the negotiated grievance procedure.

Section 11. The Employer will maintain exposure and medical records for those employees who are, or who will be exposed to toxic substances or harmful physical agents. The standard Access to Employee Exposure and Medical Records (29 CFR 1910.20) will be used by employees and/or their representatives for access to their exposure and medical records.

ARTICLE 17

REVIEW OF JOB DESCRIPTIONS

Section 1. Any employee in the unit may consult with the Engineer-in-Charge, Cape Cod Canal, on an informal basis for the purpose of reviewing his/her job description or grade for any alleged inequities. The employee may elect to be represented by the Union in the discussion.

Section 2. If an employee is dissatisfied with the classification of his/her job, he/she may file a classification appeal in accordance with published DA procedures.

ARTICLE 18

EMPLOYEE DEVELOPMENT

Section 1. The Employer and Union agree that training is of extreme importance and subscribe to continued comprehensive training. The Employer shall make every reasonable effort to provide assistance, recognition and opportunity for training which is related to the individual's officially assigned duties. Such training that has been identified and approved will be accomplished at the Employer's expense.

Section 2. The Employer will identify areas of skill in which scarcities exist and assure that the Union is informed of these areas. Further, the Employer will, to the maximum extent practicable, establish training opportunities in these areas and inform the employees how to apply for training. Management is responsible for determining when training will be conducted and the employees to be trained.

Section 3. The Employer and Union concur that self-development is an essential and desirable activity. Both agree to encourage employee initiative in pursuing self-development through individual actions.

Section 4. The Union agrees to urge its members to read all documents distributed by the Employer regarding personnel regulations and administrative policies to insure a proper understanding of same.

Section 5. The Engineer-in-Charge will meet with the Union annually during the project Training Needs Survey process to solicit their views.

ARTICLE 19

REDUCTION-IN-FORCE

Section 1. When a reduction-in-force becomes necessary within the unit, RIF regulations will be followed and the Employer agrees to consult with the Union regarding the RIF, and upon request by the Union, to negotiate the impact and implementation.

Section 2. Reduction-in-force is usually undertaken as the last resort. Whenever possible, any reduction in personnel will be achieved by restricting recruitment and promotions, by meeting staffing limitations through normal attrition and by reassigning employees in surplus positions to other positions for which they are qualified as they become vacant. When a reduction-in-force is necessary, it will be administered in a manner to effect the necessary reduction in personnel strength with a minimum of impact upon employees. Employees will be kept informed of both long-range plans and specific details of reduction-in-force.

ARTICLE 20

PROMOTIONS AND DETAILS

Section 1. Promotions shall be made on the basis of qualifications, fitness, and merit. The selecting supervisor or official shall select that candidate who is best qualified in accordance with the spirit and intent of governing regulations outlined by the NED Merit Promotion Plan.

Section 2. The Employer agrees to keep job opportunity announcements and amendments thereto open and posted for at least ten (10) work days prior to the closing date for filing of an application. Such announcements should clearly state the minimum qualifications, areas of consideration, description of position, and the procedures to be followed in filing for such positions. The announcements shall be posted on all official bulletin boards and copies sent to the Union.

Section 3. The parties agree that the purpose and intent of the provisions contained herein are to ensure that equitable principles are applied in a consistent manner for all employees in accordance with merit promotion procedures set forth in NEDER 690-1-335, dated 15 January 1992.

ARTICLE 21

EQUAL OPPORTUNITY

Section 1. The Employer and the Union will cooperate to provide equal employment opportunity in accordance with prescribed regulations of the Division; to prohibit discrimination because of age, sex, race, religion, color or national origin; and to promote full realization of equal opportunity through an active and continuing effort. The Union agrees to be a positive force in this endeavor

and to become a partner with the Employer in the exploration and implementation of ideas and programs whereby equal employment opportunities will be achieved.

Section 2. The Employer and Union agree that all employees shall be treated fairly and equitably and with dignity in all aspects of personnel management.

ARTICLE 22

NOTICE OF TECHNOLOGICAL CHANGE

Section 1. Prior to agency implementation of new technology that impacts on the working conditions of unit employees, Management will provide the Union with advance notification and an opportunity to provide comments. Such comments to be provided in a timely manner. The notification should include information concerning the nature of the new technology and what categories of employees would be affected by it.

ARTICLE 23

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer will administer an Employee Assistance Program (EAP) providing counseling and referral service to employees. The Union and Employer jointly recognize alcoholism and drug abuse as an illness which are treatable. In addition to drug and alcohol problems, the EAP is available to provide assistance in coping with other problems, such as family, financial, health, etc.

ARTICLE 24

OFFICIAL TIME

Section 1. Union Representative Functions:

a) The Employer and Union recognize that the utilization of reasonable amounts of official time by employee representatives in the conduct of Labor-Management business is warranted and in the public interest. However, the actual granting of official time shall be in accordance with conditions outlined in paragraphs (b) and (c) below.

b) For negotiations, Management will arrange to release designated union representatives from their assigned duties in order to participate in representative functions. However, when more than one individual of the identical discipline or from the same shop are designated as union representatives, it may not be possible to release all individuals from their work details. Representatives present at negotiations during their off days or non-duty hours will not be compensated by Management. A reasonable amount of preparation time for negotiations may be requested.

c) The authorization of official time for participating in negotiations is applicable to the total negotiation process from the preliminary meeting on ground rules, through all aspects of negotiations and any negotiation of supplements or amendments.

d) Official time will not be authorized for internal union business.

Section 2. Training:

a) A union representative may be excused without charge to leave in conjunction with attendance at a training session, provided the training is of mutual concern and interest to both parties. However, when more than one individual of the identical discipline or from the same shop are designated as union representatives, it may not be possible to release all individuals from their work details.

b) The Union will submit requests for such use of official time to the Engineer-in-Charge thirty (30) days in advance of the date on which the training session is to take place.

c) The total amount of official time to be authorized union officials and representatives for training will not exceed twelve (12) total days for each year of the contract.

Section 3. Labor-Management Meetings - Participation in and preparation for meetings with Management officials, attendance at formal discussions, attendance at Joint Management-Labor meetings, representing a unit employee in a complaint, grievance and appeal proceedings are matters of mutual interest to

ARTICLE 24

OFFICIAL TIME (cont.)

both the Employer and the Union and can be considered for official time. When it is necessary for a union official or representative to be involved in these activities, he or she shall obtain permission from their supervisor and provide an estimate of the time required and the place and or person to be visited. If permission is not granted, the reason(s) shall be stated to the Union representative, and if requested, provided in writing.

Section 4. Official Time Reporting:

a) Each union representative granted official time shall maintain a record of official time usage on a form prescribed and furnished by the Employer. The form will be submitted to the Employer at the conclusion of the activity for which the official time was granted or at the end of the pay period.

ARTICLE 25

USE OF OFFICIAL FACILITIES

Section 1. The parties agree that office space for the Union could be useful in facilitating effective representation of unit employees. The parties further agree that provision of office space will be given a high priority and that good

faith efforts will be made to provide such space.

Section 2. At the request of the Union, the Employer will provide the Union with adequate facilities on Government property for official meetings of the Local during non-duty hours of the employees when such space is available. The Local President or designated representative of the Local will request the location from the Engineer-in-Charge at least a day in advance of the meeting.

Section 3. The Local President, Union Secretary or Stewards will be allowed the use of a Government telephone line in the Canal Conference Room for the purpose of conducting labor-management activities of mutual interest to the Employer and the Union.

Section 4. The Union will be provided two (2) bulletin boards or adequate space on existing bulletin boards in areas normally used for communicating to employees. The location of such bulletin boards will be in the Maintenance Building and the Administration Building. The Union agrees to be fully and solely responsible, in terms of accuracy and adherence to ethical standards, for material that it posts including any statement made against an individual or organization.

Section 5. The union officers may be authorized the use of copying machines, typewriters and other office equipment at reasonable times when this equipment is not being used for normal business. Their use will be limited to communications that are of mutual benefit, such as those necessary for grievance processing or communications between management. This does not prohibit the Union from being authorized the use of surplus equipment.

ARTICLE 26

ANNUAL APPRAISAL AND PERFORMANCE

Section 1. The performance appraisal system for bargaining unit members shall be administered in accordance with applicable law, Army directives and this agreement. Both Parties agree that implementing administrative procedures may be issued by Management, as appropriate. Further, both Parties agree that the purpose and intent of this Article is to insure that individual member work performance is evaluated in a fair and equitable manner which furthers individual and organizational effectiveness in the accomplishment the Cape Canal Cod project office and NED mission and goals.

Section 2. Consistent with the provisions of Agency directives and Management's obligation to oversee and evaluate each individual's performance, annual appraisals shall reflect a concise statement of the individual employee's duties and responsibilities as set forth in the official position description. Each rating official shall execute his or her responsibilities for evaluating subordinate employee performance in an equitable and consistent manner.

Section 3. Each bargaining unit member will be evaluated on an annual basis. This performance appraisal involves the recognition of excellent performance as well as the acknowledgment of inferior performance, which requires improvement. Both Parties agree that the annual appraisals provide feedback to individuals on the results of their work effort, including the recognition of special and outstanding work efforts, and investing a reasonable amount of time, effort, and training to raise the level of work of an individual who is performing at a marginal level. An individual not performing at a satisfactory level will be afforded a reasonable amount of time and support by their supervisor and helped

to raise their performance level to a satisfactory level.

Section 4. A fundamental element to a good performance plan is the participation of both the supervisor and the employee in its preparation. Frequent communication between both the supervisor and employee is essential for the successful development and execution of a good performance plan. The intent and spirit of the plan is that it be a living document which may be modified during the rating period as required. In addition to the review periods at the initial, midpoint and end of rating period, the plan may be reviewed at any time at the request of the employee to reflect changing conditions.

Section 5. Both Parties agree that performance awards (honorary and cash) are intended to recognize and reward employees who have demonstrated high level work performance during the rating period. All employees whose performance rating is at Successful Level 3 or above may be considered for a performance award. In addition to other considerations, employees rated at successful Level 1 will receive an honorary certificate of appreciation.

ARTICLE 26

ANNUAL APPRAISAL AND PERFORMANCE (cont.)

Section 6. Each bargaining unit member will be given a two (2) week written notice, prior to the midpoint counselling session with their supervisor.

Section 7. Both parties agree that as long as the performance appraisal system does not utilize the value section in formulating the overall performance rating, no entries will be made in that portion of the form. However, values and their importance can be discussed during the counselling session.

ARTICLE 27

SMOKE FREE ENVIRONMENT

Section 1. The Union and The Employer jointly recognize smoking as a health hazard to smokers and non-smokers. The purpose of a smoke free environment is to address these health hazards with the intent of improving the quality of indoor air and eliminate the harmful health hazards of passive smoke for employees, visitors and others at this project. To this end there will be no smoking in any Corps of Engineers vehicle or vessel. Smoking will be permitted only in the designated smoking area in the Maintenance Building Duty Office.

Section 2. Smoke-free environments create certain inconveniences for smokers. To assist employees who wish to stop smoking, the Employer, in conjunction with the Club NED Wellness Program, will assist employees in finding local smoke cessation programs. Financial assistance with the stop smoking program may be available through application to the Club NED Wellness Program or through individual health care insurance.

ARTICLE 28

COPIES OF AGREEMENT

Section 1. The Employer will furnish each present and future employee in the unit a copy of the basic agreement and any supplements thereto. The Union will be provided 25 extra copies.

ARTICLE 29

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. Eligible employees covered by this agreement may authorize an allotment of pay for the payment of dues with the mutual understanding that (a) all matters covered herein are governed by the provisions of any existing or future laws and regulations, including policies set forth in agency regulations and the Federal Personnel Manual, which may be applicable, and that (b) this agreement shall at all times be subject to such laws, regulations and policies.

Section 2. For the purpose of this agreement,

(a) "Dues shall mean the regular periodic amount required to maintain a member in good standing in the Union and shall not include initiation fees, back dues, fines, or assessments.

(b) "Member" shall mean an employee in the unit in which the Union has been accorded exclusive recognition, who is a member in good standing of the Union and whose net salary after legal and priority deductions is regularly sufficient to cover the amount of an authorized allotment for dues.

(c) "Priority deductions" shall mean deductions of Retirement, Social Security, Federal Income Tax, Health Benefits, Federal Employees Group Life Insurance, Federal indebtedness, State Tax, City Tax, and Bond Deductions.

Section 3. The Union agrees,

(a) That the President of Local 2682 will certify and send each allotment form to:

CRREL
Attn: CECRL-HR
72 Lyme Road
Hanover, NH 03755-1290

(b) To educate its member on the the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required forms.

(c) To notify promptly in writing the Human Resources Officer when a member for who deductions for dues are being made resigns, has been suspended, is expelled or ceases to be in good standing.

(d) That allotments of all members shall be automatically terminated in the

event that recognition accorded the Union is withdrawn.

Section 4. The Employer agrees following execution of this agreement,

(a) To withhold dues from salary payments to members by payroll deduction

ARTICLE 29

VOLUNTARY ALLOTMENT OF UNION DUES (cont.)

beginning with the next pay period following receipt of a completed standard allotment form prescribed by the Comptroller General provided that the amount of salary due the member after priority deductions have been made is sufficient to cover the withholding, provided further that a voluntary allotment for dues to another employee organization is not currently in effect.

(b) The amount to be withheld for dues each pay period will be computed by multiplying the monthly dues by twelve (12) and dividing by twenty-six (26).

(c) To forward to the Secretary-Treasurer of the Union by check the remittance of dues withheld together with a listing of names and amounts withheld following each pay day of the members.

(d) To accept a change in the amount of an allotment not more frequently than once each twelve (12) months.

(e) An allotment for the deduction of dues may be revoked by the employee by submitting an SF 1188. The revocation may not be effective for a period of one (1) year from the date the allotment was first made. Subsequently, an individual's revocation may be submitted at any time but will not become effective until the next anniversary date, e.g., the first full pay period on or after the next anniversary date of the commencement of his/her allotment.

(f) To advise the Union of the receipt of a member's request to discontinue an allotment by appropriate remark on the Remittance Listing.

(g) To discontinue the allotment when the allotter dies, retires, is separated from the Employer's payroll, moves to a position outside the exclusive unit or to an organizational segment to which the exclusive recognition does not apply, or ceases to be a member in good standing, and to advise the Union by appropriate remark on the Remittance Listing.

ARTICLE 30

EFFECTIVE DATE, DURATION, AND CHANGES

Section 1. This agreement shall be effective on the date approved by Department of Defense Field Advisory Service for Labor Relations or within 30 days from execution.

Section 2. This agreement and any supplements thereto will remain in full force and effect for three (3) years from the effective date of the basic agreement. However, either party may give written notice to the other, not more than one hundred five (105) nor less than sixty (60) days prior to the expiration date of

this agreement, of its intention to reopen and amend or modify the agreement. If neither party serves notice to renegotiate this agreement, the agreement shall automatically be renewed for a three (3) year period, subject to the other provisions of this Article. The present agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved. The contents of this Section are contingent on the Union retaining its entitlement to exclusive recognition.

Section 3. During the duration of this agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees, including court decisions and decisions of the Federal Labor Relations Authority, the Federal Service Impasses Panel, and the Assistant Secretary of Labor for Labor-Management Relations. Any supplements will remain in effect in accordance with the provisions of this Article.

Section 4. It is understood that matters appropriate for negotiation or consultation under this agreement or any supplemental agreement shall relate to personnel policies and practices or other matters affecting general working conditions so far as may be appropriate, subject to law and policy requirements. Such matters include, but are not limited to safety; training; labor-management cooperation; employee services; matters of adjusting grievances over the application or interpretation of the agreement; appeals; leave; promotion plans; demotion practices; and hours of work.

Section 5. Termination of this agreement will not, in and of itself, terminate the recognition granted the Union.

APPENDIX A

GRIEVANCE FORM

American Federation of Government Employees

Steward's Signature: _____

Local: _____ Grievance Case No.: _____

Name of Employee: _____ Job Title: _____

Address: _____

Division: _____ Unit: _____

Date Incident Occurred: _____ Date Presented: _____

Immediate Supervisor: _____

Statement of Grievance by Employee (add continuation sheets if necessary):

Sections of Agreement, Agency Regulations, Laws, etc. violated, if any:

What Adjustment is Expected? _____

Employee Signature: _____

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS

_____ DAY OF _____, 1995

